ical explanation, however, is that advanced in 16 COL. L. REV. 287, where it is said that the action against the sheriff was given first and the common-law, being stingy of remedies, refused to give another by allowing the return to be attacked. In an excellent review of the cases in the various states the principal case points out that this common-law rule has been abandoned in twenty-one states, abolished by legislation in six others, and modified materially by the courts in seven others. Eight states, including West Virginia, still retain the rule. The common-law rule is clearly inequitable. If applied in the principal case, it would allow a plaintiff to retain $5,000 to which he was not entitled and make the sheriff liable to the defendant in like amount for serving process on a former president and shareholder of a corporation instead of the present president, to whom the former had sold out. The former West Virginia decisions, in upholding the rule, recognized it as a harsh rule, but said its harshness is "offset by the great inconvenience that would arise from uncertainty of judicial judgments and decrees" if any other rule were followed. *Milling Co.* v. *Read,* 76 W. Va. 557, 569. But Justice Lively, in the principal case, replies: "Experience, the great practical test, has demonstrated that no harm to the stability and certainty of judgments and decrees has resulted in the jurisdictions where the common-law rule of verity in the return has been abolished." It is gratifying to see a court take so progressive an attitude, and overruling its former decisions without waiting for legislation, abandon an inequitable rule founded upon no reasonable basis. For a complete discussion of this subject, see a leading article, entitled "THE SHERIFF'S RETURN," by Edson R. Sunderland, 16 COL. L. REV. 281, from which most of the material in the opinion in the principal case was obtained.

TRIALS—RIGHT OF COUNSEL TO QUESTION JURORS AS TO THEIR INTEREST IN LIABILITY INSURANCE COMPANY.—In an action for damages for personal injuries the plaintiff's counsel examined the jurors on their *voir dire,* and asked them as to their business relations with surety or casualty companies. On appeal the defendant contended that this line of questioning was improper, since whether the defendant was insured was immaterial and prejudicial, and the examination was calculated to present this improper matter to the jury. *Held,* the questions were proper, since they were pertinent in determining whether the jurors were biased, and the case would not be reversed in the absence of a showing that counsel abused their privilege by making it a mere excuse to communicate improper matter. *Wilson* v. *St. Joe Boom Co.* (Idaho, 1921), 200 Pac. 884.

When the question whether an insurance company is interested in the action is presented directly by the examination of witnesses, it is clearly immaterial and prejudicial. This has been held prejudicial and reversible, although the trial judge sustained objections to the questions and instructed the jury to disregard the implications from such questions. *Cosselmon* v. *Dunfee,* 172 N. Y. 507; *Stratton* v. *Nichols Lumber Co.,* 39 Wash. 323. Some courts hold it reversible error to introduce even a suggestion that an insurance company is interested in the suit by questioning jurors as to their

possible interest in such a company. *Lipschutz* v. *Ross,* 84 N. Y. Supp. 632; *Hoyt* v. *J. E. Davis Mfg. Co.,* 98 N. Y. Supp. 1031; *Swift* v. *Platte,* 68 Kan. 1; *Schmidt* v. *Schalm,* 2 Ohio App. 268; *Purcell* v. *Degenhardt,* 202 Ill. App. 611. On the other hand, a juror who is pecuniarily interested in the outcome of the suit is disqualified. *McLaughlin* v. *Louisville Electric Light Co.,* 100 Ky. 173. See 14 MICH. L. REV. 161. So from this point of view it seems justifiable to permit questioning of jurors as to their interest in indemnity or liability companies as tending to show implied bias or as supplying information for peremptory challenges. Thus, where the attorney for the casualty company was present in court openly defending the action, it was held in Illinois that the jurors could be examined as to their relations with this company. *Iroquois Furnace Co.* v. *McCrea,* 191 Ill. 340. Under similar circumstances the same result was reached in Indiana. *Goff* v. *Kokomo Brass Works,* 43 Ind. App. 642. One case takes the extreme view that there is no object in concealing from the jury the fact that an insurance company is interested in the suit, and if juries are influenced by such information to award larger recoveries such companies should provide for this increased liability in their contracts with the insured. *M. O'Connor & Co.* v. *Gillaspy,* 170 Ind. 428. The principal case takes a middle ground and admits that the line of demarcation between proper and improper questioning is not clear, but depends upon the circumstances of each case. The examination is permissible when confined to the good faith purpose of determining the qualifications of jurors, and is objectionable only when, by the assertion and repetition of facts unnecessary for this object, it is designed to introduce immaterial and prejudicial matter. This view seems sound, and is followed by other cases. *Faber* v. *Reiss Coal Co.,* 124 Wis. 554; *Heydman* v. *Red Wing Brick Co.,* 112 Minn. 158; *Williamson* v. *Hardy* (Cal., 1920), 190 Pac. 646; *Williams-Echols Dry Goods Co.* v. *Wallace,* 142 Ark. 363.

TRUSTS—RESULTING FROM PURCHASE WITH FUNDS OF GRANTEE AND WIFE. —P and D were the sole heirs of the latter's deceased wife. D had taken a conveyance to the land in question in his own name, $9,400 of the purchase price of $10,400 being secured by the sale of the wife's lands. D afterward admitted that the land in question belonged to his wife. On a bill for declaration of trust and partition, *held,* there was a resulting trust in favor of the wife to the extent of the part of the purchase price furnished by her. *Crawford* v. *Hurst* (Ill., 1921), 132 N. E. 521.

This case represents another example of a trust resulting from contributions from several persons to the purchase price. A good many cases have tended to throw confusion into the subject by stating a requirement that the part paid must be an aliquot part of the entire purchase price. *Furber* v. *Page,* 143 Ill. 622. Just what is meant by aliquot part is by no means certain. The dictionaries indicate that it means a sum by which the entire purchase price may be divided without leaving a remainder. Such a meaning has been distinctly repudiated. In *Fleming* v. *McHale,* 47 Ill. 282, where the complainant had paid the first instalment, $300, on a total price of $1,080, it was held that the aliquot part requirement was satisfied. In